CV 17-6072389

Petition from A.C. 44016

ELIYAHU MIRLIS,	:	SUPREME COURT
v.	:	STATE OF CONNECTICUT
YESHIVA OF NEW HAVEN, INC.,	:	JUNE 25, 2021

PETITION FOR CERTIFICATION

Defendant Yeshiva of New Haven, Inc. (the "Yeshiva" or "Defendant") respectfully petitions this Court for certification to appeal the decision in *Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021), in which the Appellate Court affirmed the trial court's judgment of strict foreclosure in favor of Plaintiff Eliyahu Mirlis ("Plaintiff").

The principal issue in the trial court was the appropriate valuation of the property known as 765 Elm Street, New Haven, Connecticut (the "Property"), which is the subject of the judgment lien in this foreclosure action. Confronted with conflicting and divergent expert opinions concerning the appropriate valuation of the Property, the trial court simply adopted a value in between the amount of the two appraisals as a "compromise figure." However, the trial court failed to make any findings of fact in support of its determination and failed to provide any explanation for how it reached the specific compromise figure, including whether it accepted or rejected portions of either of the appraiser's testimony. The Appellate Court nevertheless affirmed the trial court's determination, concluding that there was record evidence to support the compromise figure adopted by the trial court. The Appellate Court unfortunately overlooked the crux of the Defendant's argument that the trial court abandoned its responsibility as a factfinder by simply adopting a value between the two appraisals and providing zero explanation for its valuation determination. This Court should grant certification and correct the decisions below, which are odds with Connecticut appellate case law and the law of a majority of other jurisdictions.

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I. Question Presented for Review

1. Whether the Appellate Court erred in affirming the trial court's valuation of the Property where the trial court adopted a value between two appraisals without making any findings of fact or providing any reasoning for how it made its determination, including whether it accepted or rejected testimony offered by the parties' respective appraisers.

II. Basis for Certification

The Supreme Court should grant certification to appeal from the Appellate Court's decision for three reasons. *First*, the Appellate Court's decision affirming the trial court's valuation of the Property in which it merely adopted a value between two appraisals as a compromise figure without providing any explanation for its decision and without making any factual findings is not in accord with decisions of the Supreme Court and is in conflict with other decisions of the Appellate Court. Connecticut Practice Book § 84-2(1), (2). *Second*, the appeal involves a question of great public importance because Connecticut trial courts have taken contrary approaches to applying appellate precedent on this issue, which necessitates the Supreme Court's review and clarification of the legal standards. Practice Book § 84-2(4). *Third*, the Appellate Court's decision sanctioning the trial court's valuation is contrary to the majority view embraced by other jurisdictions that deems the simple averaging of appraisals to be an unacceptable valuation methodology.

III. Summary of the Case

The relevant facts are not in dispute. Defendant is a Connecticut corporation that operated an orthodox Jewish elementary and high school (or yeshiva) housed on the Property, which it also owned.

On June 6, 2017, a judgment was entered in favor of Plaintiff and against Daniel Greer ("Greer") and the Yeshiva in a separate action in the U.S. District Court for the District of Connecticut captioned, *Eliyahu Mirlis v. Daniel Greer, et al.*, Case No. 3:16-CV-00678, in the amount of $21,749,041.10 (the "Judgment"). (A224–25).[1] In that case, Plaintiff claimed that Greer, a rabbi and the former chief administrator of the Yeshiva, sexually abused him while he was a student attending the high school on the Property. On March 3, 2020, the Judgment was affirmed on appeal by the U.S. Court of Appeals for the Second Circuit. (A226–31). The Judgment remains unsatisfied.

On July 7, 2017, Plaintiff filed a certificate of judgment lien (the "Judgment Lien") against the Property with the Office of the City Clerk for the City of New Haven. (A5–8). Later that month, Plaintiff initiated this action by filing his complaint seeking foreclosure of the Judgment Lien. (A11–17). On November 8, 2017, Plaintiff filed his motion for summary judgment as to liability (A21–22), which was granted on January 16, 2018 (A23).

On the same day, Defendant filed a motion to discharge the Judgment Lien on substitution of bond, requesting the court substitute a cash bond for the Property in the amount of its fair market value. (A24–35). Thereafter, on June 5, 2019, Plaintiff filed his motion for judgment of strict foreclosure. (A41–42). In response, Defendant objected to the motion for judgment of strict foreclosure and requested that the court continue the hearing on that motion and discharge the Judgment Lien and substitute bond. (A43–52).

Following discovery, the trial court held a hearing on the valuation dispute, at which each party submitted the testimony and written reports of their respective appraisers. Both appraisers testified that they used the sales comparison approach to determine the

[1] Citations in the form "A_" are to Defendant's Appellate Court appendices.

Property's fair market value. Plaintiff's appraiser, Patrick S. Craffey, testified consistent with his report and concluded that the Property's fair market value was $960,000. (A232). Defendant's appraiser, Patrick J. Wellspeak, MAI, also testified consistent with this report, and concluded that the fair market value was $390,000. (A319). While Mr. Wellspeak initially estimated the value of the Property to be $500,000 in light of comparable sales, he explained that he deducted $110,000 from that estimate based on environmental contamination on the Property. (*Id.*).

Following the hearing, the trial court (Baio, J.) issued its memorandum of decision, determining that the fair market value of the Property was $620,000—a seemingly random value between the two valuations offered by the parties' appraisers. (A166–74). The court began its analysis by noting that, in reaching its conclusions, it had

> [c]arefully and fully considered and weighed all of the evidence received at the hearing; evaluated the credibility of the witnesses; assessed the weight, if any, to be given specific evidence and measured the probative force of conflicting evidence; reviewed all exhibits, relevant statutes, and case law; and has drawn such inferences from the evidence, or facts established by the evidence, that it deems reasonable and logical.

(A168). The court went on to state that, "[u]pon said full consideration, the court makes the following ***findings*** and reaches the following conclusions." (*Id.*) (emphasis added).

The court noted that "[w]hile the conclusions of fair market value were significantly at odds with each other, there was much upon which the opposing appraisers agreed," including (i) the use of the sales comparison method to determine the fair market value, (ii) that the highest and best use of the property was as a school, and (iii) that the building was in relatively poor condition with substantial deficits in the physical facility. (A169). The court further noted that the parties' respective appraisers, "while employing the same

comparative sales method for valuation, each took different approaches in doing so. . . . [T]he parties each took issue with the properties chosen by the other appraiser in determining the comparative sales." (A170). The court also noted that while Mr. Craffey did not take into account any environmental impact on the Property's fair market value, including potential lead and asbestos contamination, Mr. Wellspeak did consider it. (*Id.*). Indeed, the trial court seemed confused by Mr. Craffey's approach, observing that

> Although he testified that the issues would not 'necessarily' effect the market value, Mr. Craffey acknowledged in his testimony that contamination could certainly effect the sale price for the property. The distinction between the two is unclear from the testimony and evidence as it relates to the witness's opinion as to fair market value.

(*Id.*).

After describing the witness testimony, the trial court noted that "[b]oth appraisals and appraisers' testimony are taken into account and relevant in determining the fair market value of the property," and "[i]n considering the same, the findings for which the witnesses are in agreement as well as those where they diverge are relevant." (A171). Then, after reciting the legal standard, the court abruptly stated: "In considering all of the evidence presented, the court concludes that the fair market value of the property is $620,000."[2] (A172). The trial court thereafter rendered a judgment of strict foreclosure (A175), and Defendant appealed to the Appellate Court (A176–77, A178–79).

The Appellate Court affirmed the judgment. *Mirlis v. Yeshiva of New Haven, Inc.*, 205 Conn. App. 206 (2021). In doing so, the Appellate Court principally relied on the case of *New Haven Savings Bank v. West Haven Sound Development*, 190 Conn. 60 (1983),

[2] The court also granted Defendant's motion to the extent it sought to substitute a cash bond for the full fair market value of the Property. (A174).

for the proposition that when confronted with conflicting evidence as to valuation, a court may adopt a "compromise figure" that most accurately reflects fair market value. *Mirlis*, 205 Conn. App. at 211–12. The Appellate Court concluded that

> the record before us contains ample documentary and testimonial evidence regarding the valuation of the property in question. Moreover, in light of the significant disagreements between the expert appraisers offered by the parties, the court reasonably could conclude that a compromise figure best reflected the fair market value of the property. Accordingly, the defendant's challenge to that valuation fails.

Id. at 212. This petition for certification followed.

IV. Argument

As an initial matter, "[t]he determination of [a property's] value by a court is the expression of the court's opinion aided ordinarily by the opinions of expert witnesses, and reached by weighing those opinions in light of all the circumstances in evidence bearing upon value and its own general knowledge of the elements going to establish it." *Eichman v. J & J Bldg. Co.*, 216 Conn. 443, 451 (1990) (internal quotation marks and citations omitted). Moreover, "[t]he determination of the credibility of expert witnesses and the weight to be accorded their testimony is within the province of the trier of facts, who is privileged to adopt whatever testimony he reasonably believes to be credible." *Id.* at 451–52 (internal quotation marks and citation omitted). "[T]he trial court's conclusion regarding the fair market value of the . . . property will be upheld 'unless there was an error of law or a legal or logical inconsistency with the facts found.'" *J.E. Robert Co. v. Signature Props., LLC*, 320 Conn. 91, 96 (2016) (citation omitted).

The seminal case on the issue of adoption of "compromise figures" for a valuation is *New Haven Savings Bank v. West Haven Sound Development*, 190 Conn. 60 (1983).

In that case, as the Appellate Court noted in its opinion, "the trial court was confronted with conflicting expert opinion testimony concerning valuation of the subject property." *Id.* at 67. The Supreme Court affirmed the trial court's adoption of a valuation figure reflecting "an effort to reach a compromise between the conflicting evidence presented," *id.* at 70, noting: "When confronted with conflicting evidence as to valuation, the trier may properly conclude that under all the circumstances a compromise figure most accurately reflects fair market value." *Id.* (citing *Bennett v. New Haven Redevelopment Agency*, 148 Conn. 513, 515–16 (1961)).

To be clear, Defendant does not dispute any of these principles. The Appellate Court plainly misapprehended the Defendant's argument by characterizing it as "claim[ing] that the [trial] court improperly determined the fair market value of the property, contending that 'no evidence' supported its valuation." *Mirlis*, 205 Conn. App. at 210. The *New Haven Savings Bank* case makes clear that the trial court may reasonably adopt a compromise figure even if the evidence proffered does not support that specific figure. The Defendant's argument here is different; it takes issue with the fact that the trial court purported to adopt a compromise figure by using a value between competing appraisals without making any findings of fact or explaining any of its reasoning for using such a figure. By framing the Defendant's argument incorrectly, the Appellate Court failed to recognize that the trial court's decision is at odds with appellate case law in Connecticut.

The trial court's error here in failing to explain the reasoning behind its adoption of a compromise figure is apparent from *Bennett v. New Haven Redevelopment Agency*, 148 Conn. 513 (1961), the case in which the principle of a compromise figure originated. In *Bennett*, the plaintiffs argued that there was no evidence to support the referee's finding

of the value of the property, which exceeded the amount testified to by the defendant's expert and was less than the amount testified to by the plaintiffs' expert. *Id.* at 515–16. The Supreme Court noted that "the referee was not bound by the opinion of the experts," because the purpose of such opinions "is to aid the trier to arrive at his own conclusion, which is to be reached by weighing those opinions in the light of all the circumstances in evidence bearing upon value and his own general knowledge of the elements going to establish it." *Id.* at 516. Significantly, the Supreme Court recognized that the trial court's reasoning underlying its adoption of the compromise figure was apparent:

> From the testimony of one of [the experts], the referee could have found that the premises at 2-12 Congress Avenue contain 3165 square feet. This is a corner lot. ***Apparently, the referee fixed the value of this land at $12 per square foot, thus reaching the figure of $37,980 for that piece of land.*** From the same testimony the referee could have found that the adjoining parcel at 18-24 Congress Avenue contains 2470 square feet. ***Since the referee found the value of this land to be $24,700, it seems apparent that he fixed the value on the basis of $10 per square foot.***

Id. at 515–16 (emphasis added). This type of analysis is completely absent from both the Appellate Court and trial court decisions in this case.

Likewise, in *New Haven Savings Bank*, the Supreme Court made a point to note that the trial court in that case was clear in how it reached its specific compromise figure. In particular, the Supreme Court noted that "the trial court employed the income method of valuation," and that "review of the ***reasoning and figures utilized by the court*** reveals that in determining valuation ***it accepted and rejected portions of each appraiser's testimony*** in an effort to reach a compromise between conflicting evidence presented." *New Haven Sav. Bank*, 190 Conn. at 70 (emphasis added). The Appellate Court has previously adopted similar reasoning. *See, e.g., Farmers & Mechanics Bank v. Kneller*,

40 Conn. App. 115, 131 (1996); *Whitney Ctr., Inc. v. Hamden*, 4 Conn. App. 426, 430 (1985). In this case, there is no indication in the trial court's decision regarding which method of valuation (if any) it used in adopting the compromise figure, nor is there any indication regarding the reasoning and figures it utilized in determining that valuation—including whether it accepted or rejected portions of either appraiser's testimony.

Defendant is unaware of any Connecticut appellate court decisions which affirmed a trial court's adoption of a compromise figure without any explanation for its basis and without making findings of fact. It should be of great concern to this Court that Superior Court decisions on these issues vary greatly, with some courts going to great lengths to explain the basis for its compromise figure, *see, e.g., Dime Sav. Bank of Wallingford v. Mezzei*, No. CV93-0243324S, 1993 WL 524972, at *3 (Conn. Super. Ct. Dec. 7, 1993), and others, like the trial court here, merely reciting the legal standard and then adopting the compromise figure without explanation, *see, e.g., Bridgeport Redevelopment Agency v. Gay*, No. CV990366771, 2004 WL 303906, at *2 (Conn. Super. Ct. Jan. 28, 2004).

Defendants can only speculate how the trial court reached the compromise figure. But one way to get the $620,000 compromise figure would be to take the valuation offered by Mr. Craffey, $960,000, and deduct $110,000 from that amount due to environmental issues, which he admits he did not take into account, to reach a revised valuation of $850,000. Then, take Mr. Craffey's revised valuation and Mr. Wellspeak's original one of $390,000 (that already took into account a $110,000 deduction for environmental issues), and ***average*** them together to reach the compromise figure of $620,000.

It bears mentioning, however, that courts in other jurisdictions have held it improper for a factfinder to simply average competing appraisals without providing any explanation.

For example, in *Pansini Custom Design Associates, LLC v. City of Ocean City*, 969 A.2d 1163, 1169 (N.J. Super. Ct. App. Div. 2009), a New Jersey appellate court reversed a valuation that merely averaged competing appraisals without explanation, reasoning that

> Ultimately, the fact-finder, here the judge, must weigh and evaluate the experts' opinions, including their credibility, to fulfill the judge's responsibility in reaching a reasoned, just and factually supported conclusion. In our view, ***averaging cedes this unique responsibility to a simple mathematical formula and is an unacceptable methodology for fulfilling one's role as a fact-finder.***
> While there is limited authority for the proposition that averaging is an inappropriate appraisal technique, ***the majority of reasoned decisions addressing the subject support this view.***

Id. at 1167 (emphasis added); *see also id.* at 1167–69 (collecting cases). Indeed, at least one Connecticut court has indicated that averaging competing appraisals is disfavored. *United Bank & Tr. v. Breed*, No. 58145, 1991 WL 258994, at *3 (Conn. Super. Ct. Nov. 22, 1991) ("In arriving at the above figure this court resisted the obvious temptation to attempt to take the high and low appraisals and average them out. Rather this court sought to analyze [each] independently . . ."), *aff'd*, 29 Conn. App. 924 (1992).

To allow the trial court's decision to stand—with the Appellate Court's blessing—would place Connecticut in the minority of states allowing a court to simply use the average of two appraisals without explanation. This Court should grant certification to reinforce the proper application of its precedent and to also make clear that Connecticut stands with a majority of other states in prohibiting such a valuation methodology.

V. Conclusion

For the foregoing reasons, Defendant Yeshiva of New Haven, Inc. respectfully requests that the Court grant its petition for certification.

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CERTIFICATE OF COMPLIANCE

The undersigned certifies the foregoing petition for certification and the following appendix:

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(2) have been redacted or do not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order, or case law; and

(3) comply with all applicable rules of appellate procedure, including Connecticut Practice Book §§ 62-7 and 84-5.

/s/ Richard P. Colbert
Richard P. Colbert

Petition from A.C. 44016

ELIYAHU MIRLIS,	:	SUPREME COURT
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YESHIVA OF NEW HAVEN, INC.,	:	JUNE 25, 2021

APPENDIX

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205 Conn.App. 206
Appellate Court of Connecticut.

Eliyahu MIRLIS
v.
YESHIVA OF NEW HAVEN, INC.

(AC 44016)
|
Argued February 9, 2021
|
Officially released June 8, 2021

Attorneys and Law Firms

Jeffrey M. Sklarz, New Haven, for the appellant (defendant).

John L. Cesaroni, with whom, on the brief, was James M. Moriarty, Bridgeport, for the appellee (plaintiff).

Alvord, Elgo and Cradle, Js.

Opinion

ELGO, J.

*207 The defendant, Yeshiva of New Haven, Inc.,[1] appeals from the judgment of strict foreclosure rendered by the trial court in favor of the plaintiff, Eliyahu Mirlis. On appeal, the defendant claims that the court improperly determined the valuation of the property in question. We affirm the judgment of the trial court.

The relevant facts are not in dispute. The defendant is a Connecticut corporation that operated an orthodox Jewish high school in New Haven. In 2016, the plaintiff brought an action in federal court against the defendant and Daniel Greer,[2] "alleging that Greer, a rabbi and the former chief administrator of [the defendant], sexually abused him for several years while he was a student at the high school." *Mirlis v. Greer*, 952 F.3d 36, 40 (2d Cir. 2020), cert. denied, —— U.S. ——, 141 S. Ct. 1265, 209 L. Ed. 2d 8 (2021). Following a trial, the jury returned a verdict in favor of the plaintiff. The United States District Court for the District of Connecticut rendered judgment accordingly and entered a total award of $21,749,041.10, which included punitive damages and offer of compromise interest. The United States Court of Appeals for the Second Circuit subsequently affirmed the propriety of that judgment. Id., at 51.

At all relevant times, the defendant owned real property known as 765 Elm Street in New Haven (property). When the judgment in his federal case went unsatisfied, the plaintiff filed a judgment lien on the property, which was recorded on the New Haven land records.[3] He then *208 commenced this action in the Superior Court to foreclose on that lien.

**2 On November 8, 2017, the plaintiff filed a motion for summary judgment as to liability only. The defendant did not oppose that motion, which the court granted on January 16, 2018. The plaintiff thereafter filed a motion for a judgment of strict foreclosure, which was accompanied by an eighty-three page written appraisal of the property. That appraisal concluded that the fair market value of the property was $960,000. The defendant filed an objection to the motion for strict foreclosure, claiming that "there is a dispute as to the value" of the property. Appended to the defendant's opposition was a two page written appraisal that specified a fair market value of $375,000 for the property. The defendant later submitted a more comprehensive written appraisal that estimated the fair market value of the property at $390,000.

The court held an evidentiary hearing on the valuation dispute, at which each party submitted the testimony and written report of their respective appraisers. Both expert appraisers testified that they had used the sales comparison approach to determine the property's fair market value. Utilizing that approach, the defendant's appraiser, Patrick Wellspeak, initially estimated the value of the property to be $500,000 in light of comparable sales. Wellspeak then explained that he deducted $110,000 from that estimate due to "environmental issues" on the property, which resulted in a fair market value of $390,000. Wellspeak conceded that his conclusions with respect to those issues were predicated on a report prepared by Derrick Jones, who identified environmental issues that allegedly existed on the property.[4] On cross-examination, Wellspeak was asked if he did *209 anything apart from reviewing Jones' report and speaking with him to assess the environmental condition of the property; Wellspeak replied, "No, those would be the only things that I did, reviewed his report and then had conversations with him."

The plaintiff's appraiser, Patrick Craffey, concluded that the fair market value of the property in light of comparable sales was $960,000. Craffey testified that he first "became aware" of Jones' report after he had performed his appraisal and explained that the report did not change his conclusions as

to the value of the property, as his appraisal was "made irrespective of any environmental contamination."

In its subsequent memorandum of decision, the court began by noting that, in reaching its conclusions, it had "carefully and fully considered and weighed all of the evidence received at the hearing; evaluated the credibility of the witnesses; assessed the weight, if any, to be given specific evidence and measured the probative force of conflicting evidence; reviewed all exhibits, relevant statutes, and case law; and has drawn such inferences from the evidence, or facts established by the evidence, that it deems reasonable and logical." The court noted that both appraisers had utilized the sales comparison method to determine fair market value and had agreed that the highest and best use of the property was as a school. The court further found that the parties' respective appraisers, "while employing the same ... method for valuation ... took different approaches in doing so. ... [T]he parties each took issue with the properties chosen by the other appraiser in determining the comparative sales." The court also noted that, unlike Craffey, Wellspeak had considered "environmental impact on the fair market value."

The court emphasized that "[t]he ultimate opinions regarding valuation were at considerable variance. Both parties take issue with the comparable sales considered *210 by the other, and each takes issue with the other's treatment of environmental concerns." The court continued: "When confronted with conflicting evidence as to valuation, the trier may properly conclude that under all the circumstances a compromise figure most accurately reflects fair market value." The court then found, in light of "all of the evidence presented," that the fair market value of the property was $620,000. The court thereafter rendered a judgment of strict foreclosure in favor of the plaintiff, and this appeal followed.

**3 On appeal, the defendant claims that the court improperly determined the fair market value of the property, contending that "no evidence" supported its valuation. We disagree.

Under Connecticut law, a judgment lien on real property may be foreclosed in the same manner as a mortgage on that property. General Statutes § 52-380a (c). The standard of review that governs mortgage foreclosure proceedings thus applies to this judgment lien foreclosure appeal. "It is in the trial court's province to determine the valuation of mortgaged property, usually guided by expert witnesses, relevant circumstances bearing on value, and its own knowledge. ... The trial court also determines the credibility and weight accorded to the witnesses, their testimony, and the evidence admitted. ... Thus, the trial court's conclusion regarding the fair market value of the mortgaged property will be upheld unless there was an error of law or a legal or logical inconsistency with the facts found. ... Its determination of valuation will stand unless it appears on the record ... that the [trial] court misapplied or overlooked, or gave a wrong or improper effect to, any test or consideration which it was [its] duty to regard." (Citations omitted; internal quotation marks omitted.) *J.E. Robert Co.* v. *Signature Properties, LLC*, 320 Conn. 91, 96, 128 A.3d 471 (2016).

In the present case, the court was presented with conflicting expert testimony concerning the proper valuation *211 of the property in question. Those experts disagreed on precisely which sales should be considered under the sales comparison approach to valuation,[5] as well as the extent to which environmental concerns factored into the analysis. As a result, there was a significant discrepancy between the $960,000 valuation of the property provided by the plaintiff's appraiser and the $390,000 valuation provided by the defendant's appraiser.

As our Supreme Court has explained, "the trial court *may* set the property value at a compromise figure when confronted with conflicting expert testimony as to valuation ...." (Emphasis in original.) *Eichman* v. *J & J Building Co.*, 216 Conn. 443, 452, 582 A.2d 182 (1990). In *New Haven Savings Bank* v. *West Haven Sound Development*, 190 Conn. 60, 67, 459 A.2d 999 (1983), the trial court "was confronted with conflicting expert opinion testimony concerning valuation of the subject property." Although the defendants in that case—like the defendant here—claimed on appeal that "there was 'no evidence' upon which the court could have reached its valuation figure," our Supreme Court rejected that claim, stating: "When confronted with conflicting evidence as to valuation, the trier may properly conclude that under all the circumstances a compromise *212 figure most accurately reflects fair market value." Id., at 70, 459 A.2d 999. The court further held that "such an approach, which was clearly an effort to give due regard to all circumstances, was reasonable." Id.; accord *Whitney Center, Inc.* v. *Hamden*, 4 Conn. App. 426, 429–30, 494 A.2d 624 (1985) (applying *New Haven Savings Bank* and concluding that trial court properly determined that " 'this is a case where under all the circumstances a compromise figure will most accurately reflect the fair market value' "). That logic applies equally to the present case.

**4 Contrary to the contention of the defendant, the record before us contains ample documentary and testimonial evidence regarding the valuation of the property in question. Moreover, in light of the significant disagreements between the expert appraisers offered by the parties, the court reasonably could conclude that a compromise figure best reflected the fair market value of the property. Accordingly, the defendant's challenge to that valuation fails. [6]

The judgment is affirmed.

In this opinion the other judges concurred.

All Citations

--- A.3d ----, 205 Conn.App. 206, 2021 WL 2308400

Footnotes

1 In its complaint, the plaintiff named the defendant in full as "Yeshiva of New Haven, Inc. FKA The Gan, Inc. FKA The Gan School, Tikvah High School and Yeshiva of New Haven, Inc."

2 Greer is not a party to this foreclosure action.

3 That judgment lien states in relevant part: "The judgment obtained by [the plaintiff] was in the amount of ... $21,749,041.10, as of June 6, 2017. No amount of the judgment obtained by [the plaintiff] against [the defendant] has been paid to date, and the entire amount is due thereon."

4 In his testimony, Wellspeak stated: "So Mr. Jones identified four primary environmental issues. One was dealing with an underground storage tank. The other was lead in the water for the drinking fountains. A third was lead paint on the windows. And the fourth was asbestos in the flooring."

5 The plaintiff's appraiser selected four comparable sales for purposes of his May 30, 2019 valuation of the property: (1) the January, 2019 sale of the Paier College of Art in Hamden for $1 million; (2) the August, 2017 sale of Learn Academy in New London for $1.9 million; (3) the October, 2014 sale of a Montessori school in West Hartford for $1,450,000; and (4) the June, 2014 sale of Museum Academy in Bloomfield for $2.8 million. His report provided details on all four sales, as well as a sales comparison analysis and market conditions adjustment. By contrast, the defendant's appraiser selected five different sales for purposes of his August 2, 2019 valuation of the property: (1) the April, 2019 sale of a school property on Greene Street in New Haven for $1.2 million; (2) the December, 2018 sale of a school property on Clifford Street in Hartford for $1,411,000; (3) the June, 2017 sale of a school property on Whalley Avenue in New Haven for $1,525,000; (4) the April, 2016 sale of a school property on Cedar Grove in New London for $600,000; and (5) the June, 2015 sale of an office building on State Street in New Haven for $552,500.

6 We are compelled to note that, in its principal appellate brief, the defendant also argues that this court "should reverse the foreclosure judgment," stating in full: "Since the defendant has an absolute right to substitute a bond in lieu of the judgment lien, the foreclosure judgment should not have entered. ... The plaintiff did not appeal this decision of the trial court." (Citation omitted.) The defendant has provided neither legal authority nor analysis to substantiate that bald assertion. "[Our Supreme Court] repeatedly [has] stated that [w]e are not required to review issues that have been improperly presented to this court through an inadequate brief. ... Analysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly." (Internal quotation marks omitted.) *Taylor* v. *Mucci*, 288 Conn. 379, 383 n.4, 952 A.2d 776 (2008); see also *Northeast Ct. Economic Alliance, Inc.* v. *ATC Partnership*, 272 Conn. 14, 51 n.23, 861 A.2d 473 (2004) ("[i]nasmuch as the plaintiffs' briefing of the ... issue constitutes an abstract assertion completely devoid of citation to legal authority or the appropriate standard of review, we exercise our discretion to decline to review this claim as inadequately briefed"); *Russell* v. *Russell*, 91 Conn. App.

619, 635, 882 A.2d 98 (parties must analyze relationship between facts of case and applicable law), cert. denied, 276 Conn. 924, 925, 888 A.2d 92 (2005). We therefore decline to review that abstract assertion.

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